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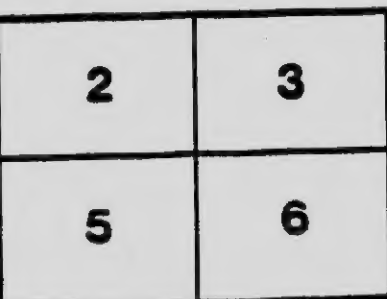
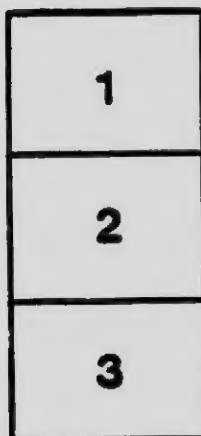
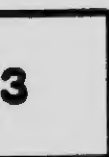
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Royal Canadian Oils Limited

Prospectus

Filed with the Registrar of Joint Stock Companies
of the Province of Alberta, and issued
on the 21st of June, 1914.

Royal Canadian Oils, Limited

Non-personal Liability

Authorized Capital - - \$2,500,000

Divided Into 2,500,000 shares of \$1.00 each.

*Incorporated under the laws of the Province
of Alberta.*

Head Office, Calgary, Alberta, Canada.

The Directors now offer
Two Hundred and Fifty Thou-
sand (250,000) Shares of the
Capital of the Company at par
\$1.00 payable upon application.

Royal Canadian Oils, Limited

Non-personal Liability

OFFICERS AND DIRECTORS

PRESIDENT

FREDERICK CHARLES LOWES

VICE-PRESIDENT

JAMES LAWRENCE

SECRETARY-TREASURER

ERIC RICHARDSON.

T. S. JENSON.

WILMOT D. MILNER.

SOLICITOR

P. J. BERGERON, B.C.L.

CONSULTING GEOLOGIST

DR. T. O. BOSWORTH, D.Sc., M.A., F.G.S.

BANKERS

THE QUEBEC BANK, CALGARY.

AUDITORS

WEBB, READ, HEGAN, CALLINGHAM
& COMPANY, Calgary, Alberta.

FISCAL AGENTS

F. C. LOWES & COMPANY,
807 First Street West,
Calgary, Alberta.

Royal Canadian Oils Limited

Non-Personal Liability

PROSPECTUS

The contents of the Memorandum of Association with the names, occupations and addresses of the signatories and the number of shares subscribed by them respectively are as follows:

1. The name of the Company is *Royal Canadian Oils Limited* (Non-Personal Liability.)

2. The registered office of the Company will be situated at the City of Calgary in the Province of Alberta.

3. The objects for which the Company is established are:—

(a) To purchase, take on lease or otherwise acquire any lands, farms, oil, gas, or petroleum bearing properties wherever situated, from Frederick Charles Lowes, of the City of Calgary, in the Province of Alberta, Broker, and any interest license, agreement, right or option therein, for such price and upon such terms and conditions as may hereafter be agreed upon with the said Frederick Charles Lowes.

(b) To purchase, take on lease or otherwise acquire any lands, farms, oil, gas or petroleum bearing properties and any interest, license, agreement, right or option therein, and any rights to prospect for, or take or win oil, gas or any other minerals from any such lands and to bore or sink wells for obtaining oil or gas, and any other rights over the same, and to explore, work, exercise, develop and turn to account the same.

(c) To work, pump, win, get, quarry, smelt calcine, refine, dress, amalgamate, manipulate, prepare for market, transport and convey oil, petroleum, oleaginous substances, oil shales, coal, lignites, bitumen, naphthas, mineral operations which may seem conducive to any of the Company's objects.

(d) To buy, sell, manufacture and deal in minerals, plant, machinery, implements, provisions and things capable of being used in connection with the Company's operations, or required by workmen and others employed by the Company.

(e) To construct, carry out, maintain, improve, manage, work, control and superintend, aid in or subscribe towards any roads, ways, tramways, bridges, tanks, pipes, lines, reservoirs, water-courses, aqueducts, wharves, furnaces, saw mills, crushing works, hydraulic works, electrical works, heat and power supply works, refineries, factories, warehouses, shops, gas works, and other works which may seem directly or indirectly conducive to any of the objects of the Company, and to contribute to, subsidize or otherwise aid, or take part in any such operations.

(f) To apply for, purchase, or otherwise acquire patent rights or inventions, licenses, concessions, trade marks, copyrights, or secret processes, or privileges of any kind or nature which may seem capable of being used for any of the purposes of the Company, and which may seem calculated, directly or indirectly, to benefit the Company, in the Province of Alberta, or in any country, colony, or state, for any matter, article or subject of manufacture in any way connected with any business for the time being carried on by the Company, and to use, exercise, experiment with, develop, improve or turn the same to account by the manufacturing or working thereunder alone or jointly with others or by granting licenses in respect thereof, or otherwise.

(g) To purchase, take on lease or in exchange, hire or otherwise acquire, develop, exchange, sell or otherwise dispose of any real or leasehold property and any rights and privileges belonging thereto in the Province of Alberta, which the Company may think necessary or convenient for the purposes of its business and to construct, maintain and alter any buildings or works necessary or convenient for the purpose of its business.

(h) To purchase, build, charter, affreight, hire or let out for hire, or for chartering or affreightment, and otherwise obtain possession of, and use and dispose and employ and turn to account for the benefit of the Company, ships, lighters, boats and vessels of all kinds (including tank vessels), locomotives, wagons, tanks, carts and other rolling stock and otherwise to provide for the conveyance of oil and moveable property of all kinds and to purchase or otherwise acquire any shares or interests in any ships or vessels.

(i) To contract for, negotiate and issue loans of every description, to invest money and particularly by way of advance or loan with or without interest, to any person or persons or corporations upon the security of any property or securities whatsoever.

(j) To acquire, work and dispose of and deal in mines, metals and minerals and to acquire, manufacture, trade, deal in or otherwise turn to account any mineral.

(k) To acquire and carry on all or any part of the business or property and to undertake any liabilities of any person, firm, association or Company, possessed of property suitable for any of the purposes of this Company, or carrying on any business which this Company is authorized to carry on and as consideration for the same to pay cash or to issue any shares, stocks, or obligations of the Company subject to Section 63 of The Companies' Ordinance.

(l) To act as agents for the purchase, sale, improvement, development, management and dealings with property and business concerns and undertakings and generally to transact and undertake all kinds of agency business.

(m) To enter into any arrangements with the government, rulers and authorities, supreme, local or otherwise, that may seem conducive to the Company's interests, and to obtain from such governments, rulers and authorities or take over from other persons or companies possessing the same, any rights, privileges and concessions

which the Company may think it desirable to obtain and to carry out and utilize the same and to obtain or assist in obtaining any Act of Parliament, provisional orders, or any sanctions or orders of any such government, rulers and authorities which the Company may deem proper.

(n) To do all acts and things which may be necessary or desirable in connection with, or to procure for the Company a legal recognition, domicile and status in any country, state or territory in which any of its property, estate, effects or rights may be situated or in which the Company may desire to carry on business and to appoint local boards or committees, attorneys or agents (with such powers as the directors of the Company may determine) to represent the Company in any such country, state or territory.

(o) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession or co-operation with any person, or persons, partnership, association or corporation.

(p) To borrow, or raise or secure the payment of money for the purposes of the Company in such manner and upon such terms as may seem expedient, and to secure the repayment thereof and of moneys owing or obligations incurred by the Company by debentures or debenture stock (such debentures or debenture stock being made payable to bearer or otherwise and issuable or payable either at par or at a premium or discount) or by mortgages, scrip, certificates, bills of exchange or promissory notes, or by any other instrument or in such manner as may be determined and for any such purpose to charge all or any part of the property of the Company both present and future, including its uncalled capital, and to allot the shares of the Company credited as fully or partly paid up, or debentures, or debenture stock issued by the Company as the whole or part of the purchase price for any property purchased by the Company or for any valuable consideration, subject to Section 63 of The Companies Ordinance

(q) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferrable instruments.

(r) To improve, manage, develop, exchange, lease, mortgage, grant, license, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.

(s) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares partly or fully paid up and debentures or securities of any other company, whether formed for the purpose of acquiring the undertaking of this Company or not, having objects altogether or in part similar to those of this Company, subject to Section 63 of 'The Companies' Ordinance.

(t) To obtain any Act of Parliament of the Province of Alberta, Dominion of Canada or Imperial or elsewhere for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, and to oppose any proceedings or applications in Parliament, or elsewhere, which may seem directly or indirectly contrary to the interests of the Company.

(u) To distribute any of the assets of the Company among the members in specie, but that so no distribution amounting to a reduction of capital be made without the sanction of the Court where necessary.

(v) To effect insurance and pay premium or become a member of any society or association for mutual assurance, and pay calls or otherwise contribute to the funds of any such society or association.

(w) To amalgamate with any other Company whose objects are to include objects similar to those of this Company, whether by sale or purchase (for shares or otherwise) of all the shares or stock of this or such other Company as aforesaid, or by partnership or any arrangement of

the nature of partnership or in any other manner, subject to Section 63 of The Companies' Ordinance.

(x) To provide for the welfare of persons in the employment of the Company or formerly engaged in any business acquired by the Company and the wives, widows, families and dependents of such persons, by grants of money, pensions or other payments, and by providing or subscribing towards places of instruction and recreation, and hospitals, dispensaries, medical and other attendance, and other assistance as the Company shall think fit, and to form, subscribe to or otherwise aid benevolent, religious, scientific, national or other institutions, exhibitions or objects, which shall have any moral or other claims to support or aid by the Company by reason of the locality of its operation or otherwise.

(y) To remunerate so far as by law allowed any party or person for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion or formation of the Company or the conduct of its business.

(z) To make donations to any persons or for any objects, grant, donations or allowances and subscribe or guarantee money for charitable or benevolent objects or for any institutions or any public, general or benevolent purpose and provide for the welfare of the employees of the Company and others and their dependents by the provision or support of dwellings, schools, infirmaries, hospitals, clubs, institutes and the like.

(aa) To do all such other things as are incidental or conducive to the attainment of the objects for which the Company is established or any of them.

(ab) To do all or any of the above things either as principals, agents, contractors, or otherwise, and either alone or in conjunction with

others, and either by or through agents, sub-contractors, trustees or otherwise.

4. The liability of the members is limited.

5. No liability beyond the amount actually paid upon shares and stock in the Company by the subscribers thereto or holders thereof shall attach to such subscriber or holder.

6. The capital of the Company is *Two Million Five Hundred Thousand Dollars (\$2,500,000.00)* divided into Two Million Five Hundred Thousand (2,500,000) shares of One Dollar (\$1.00) each, with power to divide the shares in the capital for the time being into several classes and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions.

PROVIDED that nothing herein contained shall be deemed to confer upon the Company any powers to which the jurisdiction of the Legislature of the Province of Alberta does not extend, and particularly shall not be deemed to confer the right to issue promissory notes in the nature of bank notes, and all powers in this Memorandum of Association contained shall be exercisable subject to the provisions of the laws in force in the Province of Alberta, and the regulations thereunder in respect of the matters therein referred to, and especially in respect to the construction and operation of railways, telegraph and telephone lines, the business of insurance and other businesses in respect of which special laws and regulations may now be or hereafter be put in force.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital stock set opposite to our respective names and agree to act as the first
6. provisional directors of the Company

*Names, Addresses and Descriptions
of Subscribers.*

*No. of Shares
taken by each.*

James Lawrence, of Calgary, Manager.....	100
Eric Richardson, of Calgary, Accountant....	100
Thomas Shaw Jenson, of Calgary, Ac- countant	100

DATED at the City of Calgary, in the Province
of Alberta, this 5th day of June, A.D. 1914.

WITNESS to above signatures:

P. J. BERGERON,
Calgary, Barrister.

Royal Canadian Oils Limited (non-personal liability) was organized for the purpose of owning, holding and developing Petroleum and natural gas leases as well as petroleum and natural gas rights in the Province of Alberta, Canada. The Articles of Association fix the number of shares necessary for qualification as a Director at One Hundred (100) shares.

The names, occupations and addresses of the Directors of the Company and the number of shares held or agreed to be taken by them respectively are as follows:

	Shares.
Frederick Charles Lowes, Broker, of Calgary, Alberta	1,175,000 shares
James Lawrence, Manager, of Calgary, Alberta	100 shares
Eric Richardson, Accountant, of Calgary, Alberta	100 shares
Thomas Shaw Jenson, Accountant, of Calgary, Alberta	100 shares
Wilmot D. Milner, Agent, of Calgary, Alberta	100 shares

None of the shares held by the said Directors are taken otherwise than in his own right as beneficial owner.

The minimum subscription on which the Directors may proceed to commence business is Ten Thousand Shares (10,000). The amount payable on application and all timent on each share is the par value of the share, making the total paid in as minimum subscription Ten Thousand Dollars (\$10,000).

One Million One Hundred and Seventy-five Thousand (1,175,000) shares, amounting to One Million, One Hundred and Seventy-five Thousand Dollars (\$1,175,000.00) of the capital of the Company are to be issued as fully paid up to Frederick Charles Lowes of Calgary, Alberta, Broker, as part of the consideration for the transfer to the Company of the Petroleum and Natural Gas leases in respect to the lands hereinafter more fully described and set forth. The Company has entered into an agreement with Frederick Charles Lowes of the City of Calgary, in the Province of Alberta, Broker, for the purchase of the Petroleum and Natural Gas leases on the following lands situate in the Province of Alberta, namely:

The North East Quarter of Section 26, Township 21, Range 3, West of the Fifth Meridian.

Legal Subdivisions Eleven (11), and Twelve (12) of Section Six (6) in Township Twenty-one (21) Range Three (3) West of the Fifth Meridian

Legal Subdivisions Nine (9) to Twelve (12) both inclusive and One (1) to Four (4) both inclusive of Section Thirty (30) in Township Twenty (20) Range Three (3) West of the Fifth Meridian.

Legal Subdivisions Thirteen (13) to Sixteen (16) both inclusive of Section Sixteen (16) in Township Nineteen (19) Range Two (2) West of the Fifth Meridian.

Legal Subdivisions Seven (7) and Eight (8) of Section Sixteen (16) in Township Nineteen (19) Range Two (2) West of 5th Meridian.

Legal Subdivisions Thirteen (13) to Sixteen (16) both inclusive of Section Ten (10) Township Nineteen (19) Range Two (2) West of 5th Meridian.

Legal Subdivisions Five (5) to Eight (8) of Section Ten (10) in Township Nineteen (19) Range Two (2) West of 5th Meridian.

Section Ten (10) Township Twenty (20) Range Twenty-nine (29) West of the 4th Meridian.

Legal Subdivisions Thirteen (13) and Fourteen (14) of Section Nine (9) Township Twenty (20) Range Three (3) West of the Fifth Meridian

Legal Subdivisions Five (5) to Eight (8) both inclusive of Section Nine (9) Township Twenty (20) Range Three (3) West of the Fifth Meridian.

Legal Subdivisions Thirteen (13) Fourteen (14) and Fifteen (15) of Section Four (4) of Township Twenty (20) Range Three (3) West of the Fifth Meridian.

Legal Subdivision Four (4) and the West Half of Three (3) of Section Four (4) Township Twenty (20) Range Three (3) West of the Fifth Meridian

Section Eleven (11) Township Twenty (20) Range Twenty-nine (29) West of the 4th Meridian.

The West Half of Section Two (2) Township Twenty (20) Range Twenty-nine (29) West of the 4th Meridian.

The purchase price being One Million, Two Hundred and Fifty Thousand Dollars (\$1,250,000.00) payable as follows:

Seventy-five Thousand Dollars (\$75,000.00) in cash out of the first proceeds of sale of shares of the present issue and

One Million, One Hundred and Seventy-five Thousand Dollars (\$1,175,000) by allotment to the said Frederick Charles Lowes as vendor One Million One Hundred and Seventy-five Thousand (1,175,000) fully paid up shares of the capital of the Company of the par value of One Dollar (\$1.00) each. This agreement is dated the 10th of June, A.D. 1914.

The amount to be paid for the above described Petroleum and Natural Gas leases is One Million, Two Hundred and Fifty Thousand Dollars (\$1,250,000.00) as above stated.

There is nothing payable for good-will.

The Articles of Association allow Twenty-five per cent. (25%) to be paid as commission for subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for shares in the Company, but it is not intended to pay more than twenty per cent. (20%) as commission.

It is estimated that Five Thousand Dollars (\$5,000.00) will cover all preliminary expenses of the Company.

The only material contract entered into by the Company with the dates, parties and short purport thereof is as follows:

Contract or agreement dated 10th June, 1914, between Frederick Charles Lowes of Calgary, Broker, as vendor and Royal Canadian Oils Limited (Non-Personal Liability) as purchaser, whereby the vendor agreed to sell and the Company agreed to purchase the petroleum and natural gas leases on the properties situate in the Province of Alberta fully described and set forth in the said agreement, which properties are already described above; the purchase price being One Million, Two Hundred and Fifty Thousand Dollars (\$1,250,000.00) Seventy-five Thousand Dollars (\$75,000.00) in cash out of the first proceeds of the sale of shares of the Company and One Million, One Hundred and Seventy-five Thousand Dollars (\$1,175,000.00) by allotment to the Vendor of 1,175,000 fully paid up shares in the capital of the Company of the par value of One Dollar (\$1.00) each. Under the terms of this agreement the shares to be allotted to the Vendor are to be allotted to him as soon as the minimum subscription of Ten Thousand Dollars (\$10,000.00) has been subscribed, said shares so allotted to the Vendor to be held in escrow, however, and to be delivered to him as follows:

Five Hundred Thousand Shares (500,000) after the first issue of shares placed on the market has been sold.

Six Hundred and Seventy-five Thousand Shares (675,000) six months from the date that the first issue of shares of the Company have been sold.

It is further provided in said agreement that shares placed on the market for public subscription by the Company shall not be sold at less than par value of such shares namely \$1.00 without the written consent of the Vendor.

This agreement or a copy thereof may be inspected at any time during business hours at the head office of the Company.

An agreement has been entered into between the Company and Frederick Charles Lowes, doing business alone under the firm name and style of F. C. Lowes & Company, whereby the said F. C. Lowes & Company have agreed to act as Fiscal Agents of the Company, and have agreed to use their best efforts to endeavor to sell the first issue of the stock of the Company. The said F. C. Lowes & Company are to receive as consideration for their services Twenty per cent (20 p.c.) by way of commission on all sales of stock effected by them or anyone else under the first issue.

This agreement bears date of the 17th day of June, A. D., 1914. This agreement or copy thereof may be inspected at any time during business hours at the Head Office of the Company.

Save as aforesaid no amount is intended to be paid to any promoter.

The Directors now offer Two Hundred and Fifty Thousand Shares (250,000) of stock for sale at par \$1.00. In the next future offering of stock each and every shareholder of the Company will have the privilege of subscribing for stock at par in proportion to their holdings.

The estimated amount intended to be reserved out of this issue for working capital is approximately One Hundred and Twenty Thousand (\$120,000) Dollars.

Save One Million One Hundred and Seventy-five Thousand of Shares of the Company and Seventy-five Thousand cash to be paid to the said

Frederick Charles Lowes for the purchase of petroleum and natural gas leases on the above described property, reference to which agreement has already been made, no amount has been paid or is intended to be paid to any Director or is any Director save the said Frederick Charles Lowes interested in the promotion of the Company or in the property purchased by the Company.

In connection with the shares to be allotted to Frederick Charles Lowes as part of the purchase price of the petroleum and natural gas leases on the above described property, attention is called to the fact that by agreement these shares cannot be placed on the market for sale until the first issue to the public has been disposed of.

The consulting geologist for this Company will be Dr. T. O. Bosworth, D. Sc. (London), M. A. (Cambridge), F. G. S. and specialist in petroleum mining geology.

The Auditors of the Company are Webb, Read, Hegan, Callingham & Company, 606 Grain Exchange Building, Calgary, Alberta.

All applications should be made on the forms supplied by the Company or the Fiscal Agents. Cheques or other remittances to be made payable to Royal Canadian Oils, Limited, or to F. C. Lowes & Company, Fiscal Agents, at par to the Head Office of the Company, 807 First Street West, Calgary, Alberta, Canada.

DATED at Calgary, Alberta, this 18th day of June, A. D., 1914.

F. C. LOWES,
JAS. LAWRENCE,
T. S. JENSON,
W. D. MILNER,
ERIC RICHARDSON

WITNESS:

P. J. BERGERON,
of Calgary, Alberta,
Barrister.



